

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LANE

DAVID P. STAPLETON in his capacity as
COURT-APPOINTED RECEIVER for the
RECEIVERSHIP ENTITY, including ZADEH
KICKS, LLC dba ZADEH KICKS, an Oregon
limited liability corporation,

Plaintiff,

v.

THE KEYSTONE MARKET LLC., a North
Carolina limited liability company,

Defendant.

Case No.

COMPLAINT (FRAUDULENT TRANSFER
AND UNJUST ENRICHMENT)

(Adjunct to Case No. 22CV16510)

Fee Authority: ORS 21.160(1)(c)

NOT SUBJECT TO MANDATORY
ARBITRATION

Plaintiff David P. Stapleton, in his capacity as court-appointed receiver (“Receiver”), files
this Complaint against Defendant The Keystone Market LLC and alleges as follows:

PARTIES

1.

Plaintiff David P. Stapleton is a court-appointed receiver acting pursuant to this Court’s
May 20, 2022, Order Appointing Receiver (“Receivership Order”) in the Lane County Circuit
Court, Case No. 22CV16510, captioned *In re Judicial Dissolution of Zadeh Kicks LLC dba Zadeh
Kicks*. A copy of the Receivership Order is in the court record and is incorporated herein by
reference.

This Court appointed the Receiver to marshal and liquidate the assets of Zadeh Kicks
 (“Receivership Entity”) and for handling claims from numerous creditors.

2.

Upon information and belief, defendant The Keystone Market LLC (“Defendant”), is a North Carolina corporation with its principal place of business in North Carolina.

3.

All conditions precedent to the filing of this action have occurred or been performed, excused, or waived.

BACKGROUND

4.

Zadeh Kicks is a premium brand sneaker resale company that was formed in 2013. Zadeh Kicks established a nationwide customer base by selling online limited edition and collectable sneakers. Zadeh Kicks initially purchased sneakers and sold its inventory. Beginning in or around 2019, Zadeh Kicks began advertising, selling, and collecting payments for the purchase of sneakers before their public release dates, known as preorders. Zadeh Kicks would price the preorders at near or below the Manufacturer Suggested Retail Price, or MSRP, to drive up the number of orders received. Customers would pay for the sneakers via PayPal or wire transfer prior to their release date.

5.

In many cases, after receiving the payments, Zadeh Kicks did not have the ability to purchase the sneakers for less than the price at which it presold the sneakers. Instead, Zadeh Kicks purchased sneakers from other third-party vendors for or above retail price. In other words, Zadeh Kicks collected money for preorder sales from victim customers knowing that actually fulfilling the orders would be financially ruinous.

6.

By or near the fall of 2020, Zadeh Kicks began advertising, selling, and collecting payments from victims for preorder sneakers knowing it could not satisfy all orders placed.

1 7.

2 Instead of completely refunding customers for undelivered sneakers, Zadeh Kicks offered
3 a combination of refunds and gift cards to those who did not receive sneakers. Zadeh Kicks would
4 offer to “buy back” the sneakers from the customers at a premium, offering cash and gift cards in
5 excess of the amounts paid by its customers for the sneakers. By offering gift cards for future
6 purchases through Zadeh Kicks in the buyback scheme, Zadeh Kicks was able to keep more of
7 the cash profits from the fraud.

8 8.

9 Zadeh Kicks received and accepted preorder sales for over 600,000 pairs of sneakers,
10 resulting in payments of over \$70 million. Zadeh Kicks had no way of acquiring the quantity
11 needed to fill the number of preorders. Nevertheless, Zadeh Kicks accepted payments for orders
12 knowing that it could not fulfill many of the orders.

13 9.

14 By April 2022, Zadeh Kicks LLC owed customers over \$70 million for undelivered
15 sneakers, with additional millions held by customers in worthless gift cards for Zadeh Kicks.

16 10.

17 The Receiver has undertaken a detailed forensic investigation of Zadeh Kicks’ business
18 practices, uncovering multiple instances of self-dealing, misstatements of the Receivership
19 Entity’s financial position, and other activities intended to perpetrate a scheme by which
20 customers made payments to Zadeh Kicks.

21 11.

22 Based on the Receiver’s investigation, Zadeh Kicks was insolvent at all material times,
23 namely at the times the subject funds were transferred to Defendant.

24 12.

25 The Receiver’s accounting shows that Defendant received \$587,850 in the form of cash
26 and sneakers from Zadeh Kicks in excess of funds paid to Zadeh Kicks in the period between

January 2020 and April 2022 for which Zadeh Kicks received no value. During the time that this money was sent to Defendant, based upon the books and records available to the Receiver and his forensic accounting team, it is believed that Zadeh Kicks was insolvent.

13.

The Receiver issued a letter to Defendant, at the last known address available on the books and records of the Receivership Entity, demanding return of the funds transferred. As of the filing of this Complaint, Defendant has failed to return those funds.

FIRST CLAIM FOR RELIEF

(ORS 95.230 and 95.240--Avoidance of Constructive Fraudulent Transfers)

14.

The Receiver re-alleges and incorporates by reference all prior paragraphs of this Complaint as if fully set forth herein.

15.

During the Zadeh Kicks Scheme, Defendant received transfers from Zadeh Kicks totaling \$587,850. Zadeh Kicks did not receive reasonably equivalent value for the transfers made to Defendant.

16.

Zadeh Kicks was (a) insolvent at the times the transfers were made, or (b) engaged in or obligated to do business in relation to which its remaining assets were unreasonably small following the transfers, or (c) intended to incur, or reasonably should have known it would incur, debts beyond its ability to pay at the time of and as a result of the transfers.

17.

As a result of the transfers, the Receivership Entity and its customers and creditors have been harmed and damaged.

18.

The Receiver is entitled to avoid the transfers in amounts to be proven at trial pursuant to ORS 95.230(1)(b), ORS 95.240(1), and ORS 95.260.

SECOND CLAIM FOR RELIEF

(Unjust Enrichment)

19.

The Receiver re-alleges and incorporates by reference all prior paragraphs of this Complaint as if fully set forth herein.

20.

Zadeh Kicks provided funds to Defendant without receiving a reasonably equivalent value.

21.

Unless Defendant is ordered to pay the Receivership Entity the amount of \$587,850, together with interest at the statutory rate of 9% per annum, until paid in full, Defendant will be unjustly enriched in that amount to the detriment of the Receivership Entity.

22.

Accordingly, the Receiver, on behalf of the Receivership Entity, is entitled to a money judgment against Defendant for the total indebtedness in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, the Receiver respectfully prays for the following relief:

A. On its First Claim for Relief, for judgment in favor of the Receiver and against Defendant in amounts to be proven at trial to avoid actual fraudulent transfers;

B. On its Second Claim for Relief, for judgment in favor of the Receiver and against Defendant in an amount to be proven at trial, but no less than \$587,850 plus all interest accrued through entry of judgment, as well as post-judgment interest, at the statutory rate of 9% until the judgment is paid in full;

- 1 C. For pre- and post-judgment interest to the fullest extent permitted by law;
2 D. For the Receiver's costs and disbursements to the fullest extent permitted by law;
3 and
4 E. For any other and further relief this Court deems just and equitable.

5 DATED this 13th day of October, 2023.

6 BUCHALTER
7 A Professional Corporation

8 By /s/ Daniel P. Larsen

9 Daniel P. Larsen, OSB No. 943645
10 Email: dlarsen@buchalter.com
11 805 SW Broadway, Suite 1500
12 Portland, OR 97205-3325
13 Tel. 503.226.1191

14 Oren Bitan, *Pro Hac Vice* Application Pending
15 Email: obitan@buchalter.com
16 1000 Wilshire Boulevard, Suite 1500
17 Los Angeles, CA 90017-1730
18 Tel: 213.891.5012

19 Attorneys for Receiver
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26

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LANE
125 E. 8th Ave. Eugene Oregon 97401

Case No: 23CV42278

David P. Stapleton

Plaintiff

ORDER ASSIGNING CASE TO THE
HONORABLE ERIN A. FENNERTY

v.


The Keystone Market LLC

Defendant

THIS MATTER comes before the Court on the Court's own motion, and it appearing appropriate that this matter be assigned, therefore,

IT IS HEREBY ORDERED AND ADJUDGED that this case is assigned to the Honorable Erin A. Fennerty for all future proceedings.

11/1/2023 5:05:08 PM



Jay A. McAlpin, Circuit Court Judge
(he him)

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

**DAVID P. STAPLETON IN HIS CAPACITY AS COURT-
APPOINTED RECEIVER FOR THE RECEIVERSHIP
ENTITY**

Plaintiff/Petitioner

vs.

**THE KEYSTONE MARKET LLC, A NORTH CAROLINA
LIMITED LIABILITY COMPANY**

Defendant/Respondent

Cause No.: **23CV42278**

DECLARATION OF MAILING OF
**SUMMONS; COMPLAINT; REQUEST FOR PRODUCTION;
REQUESTS FOR ADMISSIONS**

The undersigned hereby declares: that I, Laurice Averill, am a legal resident of the State of Oregon, over the age of 18, and not party to, nor interested in the within entitled action. My business address is 633 Yesler Way, Seattle, WA 98104.

That on **December 11, 2023**, after substituted service was made on **December 09, 2023** to **Richard BearShare Jr**, a I **delivered the documents to Richard BearShare Jr who identified themselves as the person authorized to accept with identity confirmed by subject stating their name. The individual accepted service with direct delivery. The individual appeared to be a gray-haired white male contact 45-55 years of age, 5'10"-6'0" tall and weighing 160-180 lbs with a beard**, I completed service by depositing a true copy of the **SUMMONS; COMPLAINT; REQUEST FOR PRODUCTION; REQUESTS FOR ADMISSIONS**, marked with confirmation of date, time, and place of substituted service in the United States mail, by first class mail with proper postage attached.

That I addressed the envelope(s) as follows:

THE KEYSTONE MARKET LLC
938 Berryhill Lane
Winston-Salem, NC 27106

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

I executed this declaration on December 11, 2023 at Seattle, WA.

/s/ Laurice Averill

Declarant Laurice Averill, 633 Yesler Way, Seattle, WA 98104. 206-521-9000.



IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

**DAVID P. STAPLETON IN HIS CAPACITY AS COURT-
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Plaintiff/Petitioner

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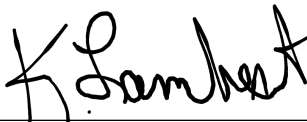
The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a resident of the State of North Carolina, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

On the **9th day of December, 2023 at 12:46 PM** at the address of **938 Berryhill Lane, Winston-Salem, Forsyth, NC 27106**; this declarant served the above described documents upon **The Keystone Market LLC**, by then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with **Richard BearShare Jr**, I delivered the documents to **Richard BearShare Jr** who identified themselves as the person authorized to accept with identity confirmed by subject stating their name. The individual accepted service with direct delivery. The individual appeared to be a gray-haired white male contact 45-55 years of age, 5'10"-6'0" tall and weighing 160-180 lbs with a beard.

No information was provided or discovered that indicates that the subjects served are members of the U.S. military.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Date: 12/09/2023



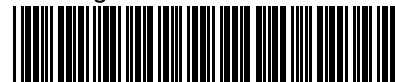
Kenecia Lambert
3048 LAUREL SPRINGS DR, GREENSBORO, NC 27410

REF: **S1485-4 (Keystone Market)**



ORIGINAL DECLARATION
OF SERVICE

Tracking #: **0119776341** PDX FIL



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FOR THE COUNTY OF LANE

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Plaintiff,

v.

THE KEYSTONE MARKET LLC, a North
Carolina limited liability company,

Defendant.

Case No. 23CV42278

(Adjunct to Case No. 22CV16510)

SUMMONS

TO: The Keystone Market LLC
938 Berryhill Lane
Winston Salem, NC 27106-9831

You are hereby required to appear and defend the complaint filed against you in the above-entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff will apply to the court for the relief demanded in the complaint.

**NOTICE TO THE DEFENDANT: READ THESE
PAPERS CAREFULLY!**

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal document called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have questions, you should see an attorney immediately. If you need help in finding an attorney, you may contact the Oregon State Bar's Lawyer Referral Service online at <http://www.oregonstatebar.org> or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636.


Signature of Attorney for Plaintiff

Daniel P. Larsen, OSB No. 943645
BUCHALTER
A Professional Corporation
805 SW Broadway, Suite 1500
Portland, OR 97205-3325
Phone: 503-226-1191
Email: dlarsen@buchalter.com

Trial Attorney if Other than Above (Typed or Printed) Bar No.

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entit(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

Daniel P. Larsen, OSB No. 943645
Attorney for Plaintiff

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Plaintiff/Petitioner

vs.

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Defendant/Respondent

Cause No.: **23CV42278**

Hearing Date:

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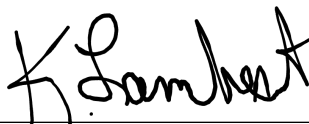
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Date: 12/09/2023



Kenecia Lambert
3048 LAUREL SPRINGS DR, GREENSBORO, NC 27410

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Defendant/Respondent

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I executed this declaration on December 11, 2023 at Seattle, WA.

/s/ Laurice Averill

Declarant Laurice Averill, 633 Yesler Way, Seattle, WA 98104. 206-521-9000.



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Case No. 23CV42278

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SUMMONS

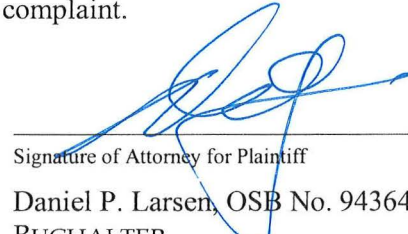
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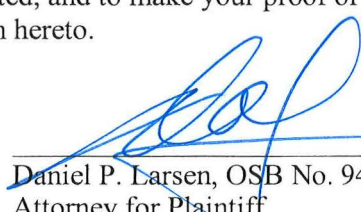


Signature of Attorney for Plaintiff

Daniel P. Larsen, OSB No. 943645
BUCHALTER
A Professional Corporation
805 SW Broadway, Suite 1500
Portland, OR 97205-3325
Phone: 503-226-1191
Email: dlarsen@buchalter.com

Trial Attorney if Other than Above (Typed or Printed) Bar No.

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entit(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.



Daniel P. Larsen, OSB No. 943645
Attorney for Plaintiff

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Case No. 23CV42278

(Adjunct to Case No. 22CV16510)

RECEIVER'S FIRST REQUESTS FOR
ADMISSION TO DEFENDANT THE
KEYSTONE MARKET LLC

TO: Defendant and its attorneys of record

Pursuant to Rule 45 of the Oregon Rules of Civil Procedure, Plaintiff David P. Stapleton (the "Receiver") requests that Defendant admit the truth of the following within 45 days of service hereof.

FAILURE TO SERVE A WRITTEN ANSWER OR OBJECTION WITHIN THE TIME ALLOWED BY ORCP 45 B WILL RESULT IN ADMISSION OF THE FOLLOWING REQUESTS.

PLEASE TAKE NOTE THAT THE RECEIVER INTENDS TO PURSUE HIS RIGHT TO RECOVER ALL REASONABLE EXPENSES, INCLUDING ATTORNEY FEES INCURRED IN PROVING ANY FACT NOT ADMITTED HEREIN, PURSUANT TO ORCP 46 C.

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DEFINITIONS

1. "Zadeh Kicks" means Zadeh kicks, LLC dba Zadeh kicks, an Oregon limited liability corporation, and its current and former members, employees, agents, volunteers, board of directors, and representatives, and all other Persons who acted or purported to act, or are acting or purporting to act, on its behalf.

2. "You" or "Your" means Defendant The Keystone Market LLC, and its agents and representatives, and all other persons who acted or purported to act, or are acting or purporting to act, on its behalf, including all attorneys and other agents representing or otherwise assisting it in any manner in responding to these requests.

REQUESTS

REQUEST FOR ADMISSION NO. 1: Admit that on December 29, 2020, You received a wire transfer from Zadeh Kicks in the amount of \$21,000.

Admit _____ Deny _____

RESPONSE:

REQUEST FOR ADMISSION NO. 2: Admit that on January 6, 2021, You received wire transfers from Zadeh Kicks in the amount of \$38,400.

Admit _____ Deny _____

RESPONSE:

REQUEST FOR ADMISSION NO. 3: Admit that on January 29, 2021, You received wire transfers from Zadeh Kicks in the amount of \$36,000.

Admit _____ Deny _____

RESPONSE:

REQUEST FOR ADMISSION NO. 4: Admit that on March 5, 2021, You received a wire transfer from Zadeh Kicks in the amount of \$45,000.

Admit _____ Deny _____

RESPONSE:

1 **REQUEST FOR ADMISSION NO. 5:** Admit that on April 7, 2021, You received wire
2 transfers from Zadeh Kicks in the amount of \$35,000.

3 Admit _____ Deny _____

4 **RESPONSE:**

5 **REQUEST FOR ADMISSION NO. 6:** Admit that on April 13, 2021, You received wire
6 transfers from Zadeh Kicks in the amount of \$35,000.

7 Admit _____ Deny _____

8 **RESPONSE:**

9 **REQUEST FOR ADMISSION NO. 7:** Admit that on May 21, 2021, You received a
10 wire transfer from Zadeh Kicks in the amount of \$131,750.

11 Admit _____ Deny _____

12 **RESPONSE:**

13 **REQUEST FOR ADMISSION NO. 8:** Admit that on August 23, 2021, You received a
14 wire transfer from Zadeh Kicks in the amount of \$170,000.

15 Admit _____ Deny _____

16 **RESPONSE:**

17 **REQUEST FOR ADMISSION NO. 9:** Admit that on September 1, 2021, You received
18 wire transfers from Zadeh Kicks in the amount of \$170,000.

19 Admit _____ Deny _____

20 **RESPONSE:**

21 **REQUEST FOR ADMISSION NO. 10:** Admit that on November 1, 2021, You received
22 a wire transfer from Zadeh Kicks in the amount of \$247,000.

23 Admit _____ Deny _____

24 **RESPONSE:**

1 **REQUEST FOR ADMISSION NO. 11:** Admit that on March 16, 2022, You received a
2 wire transfer from Zadeh Kicks in the amount of \$271,400.

3 Admit _____ Deny _____

4 **RESPONSE:**

5 **REQUEST FOR ADMISSION NO. 12:** Admit that on March 21, 2022, You received a
6 wire transfer from Zadeh Kicks in the amount of \$271,400.

7 Admit _____ Deny _____

8 **RESPONSE:**

9 **REQUEST FOR ADMISSION NO. 13:** Admit on May 3, 2020, You received 50 pairs
10 of sneakers valued at \$5,400 from Zadeh Kicks.

11 Admit _____ Deny _____

12 **RESPONSE:**

13 **REQUEST FOR ADMISSION NO. 14:** Admit that on January 24, 2020, You received
14 200 pairs of sneakers valued at \$25,000 from Zadeh Kicks.

15 Admit _____ Deny _____

16 **RESPONSE:**

17 **REQUEST FOR ADMISSION NO. 15:** Admit that Exhibit 1 attached hereto is accurate
18 as to the payments You received from Zadeh Kicks.

19 Admit _____ Deny _____

20 **RESPONSE:**

21 **REQUEST FOR ADMISSION NO. 16:** Admit that Exhibit 1 attached hereto is accurate
22 as to the payments You made to Zadeh Kicks.

23 Admit _____ Deny _____

24 **RESPONSE:**

1 **REQUEST FOR ADMISSION NO. 17:** Admit that You received the goods as shown in
2 page 5 of Exhibit 1 attached hereto.

3 Admit _____ Deny _____

4 **RESPONSE:**

5 DATED this 8th day of December, 2023.

6 BUCHALTER
A Professional Corporation

7
8 By /s/ Daniel P. Larsen

9 Daniel P. Larsen, OSB No. 943645
Email: dlarsen@buchalter.com
805 SW Broadway, Suite 1500
Portland, OR 97205-3325
Tel. 503.226.1191

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11 Oren Bitan, *Pro Hac Vice* Application Pending
Email: obitan@buchalter.com
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017-1730
Tel: 213.891.5012

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14 Attorneys for Receiver
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Rick Schott / Keystone Market LLC		
Cash in from Paypal - The Keystone Market		
Cash in from Paypal - Solesavior 336	92,100	A1
	822,400	A2
Payments from PayPal		
Payments from Chase - The Keystone Market	(1,471,950)	A3
Net Cash (In)/Out	(557,450.00)	
Shoes Delivered	(30,400)	A4
Total	(587,850)	

PayPal Detail - solesavior336

Date	Time	TimeZone	Name	Type	Status	Currency	Gross	Fee	Net	From Email Address	To Email Address	Transaction ID	Shipping Address
1/24/2020	10:19:37	PST	solesavior336	Express Ct	Completed	USD	1,750.00	-33.55	1,716.45	rickschott23@gmail.com	zadehicks@gmail.com	6XT449003G595140D	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
1/24/2020	10:20:59	PST	solesavior336	Express Ct	Completed	USD	6,250.00	-119.05	6,130.95	rickschott23@gmail.com	zadehicks@gmail.com	3N390503D6779141M	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
5/3/2020	18:55:18	PDT	solesavior336	Express Ct	Completed	USD	5,500.00	-104.8	5,395.20	rickschott23@gmail.com	zadehicks@gmail.com	9EU180067A3464305	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/3/2020	18:58:13	PDT	solesavior336	Express Ct	Completed	USD	5,400.00	-102.9	5,297.10	rickschott23@gmail.com	zadehicks@gmail.com	69P36895X2200615W	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
7/30/2020	7:54:40	PDT	solesavior336	Express Ct	Completed	USD	2,350.00	-44.95	2,305.05	rickschott23@gmail.com	zadehicks@gmail.com	60B10037LW976224Y	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
7/30/2020	7:55:21	PDT	solesavior336	Express Ct	Completed	USD	1,550.00	-29.75	1,520.25	rickschott23@gmail.com	zadehicks@gmail.com	4AN41944XG182822X	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
7/30/2020	7:56:03	PDT	solesavior336	Express Ct	Completed	USD	6,550.00	-124.75	6,425.25	rickschott23@gmail.com	zadehicks@gmail.com	25F95633NT8703436	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
7/30/2020	7:56:50	PDT	solesavior336	Express Ct	Completed	USD	7,250.00	-138.05	7,111.95	rickschott23@gmail.com	zadehicks@gmail.com	15R834082Y789204D	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/3/2020	12:58:50	PDT	solesavior336	Express Ct	Completed	USD	7,500.00	-142.8	7,357.20	rickschott23@gmail.com	zadehicks@gmail.com	5AW58825A6444983W	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
9/3/2020	12:59:33	PDT	solesavior336	Express Ct	Completed	USD	7,900.00	-150.4	7,749.60	rickschott23@gmail.com	zadehicks@gmail.com	99X46911MA271230D	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
10/5/2020	7:03:59	PDT	solesavior336	Express Ct	Completed	USD	200	-4.1	195.9	rickschott23@gmail.com	zadehicks@gmail.com	7B614880VP9834610	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
11/9/2020	15:57:30	PST	solesavior336	Express Ct	Completed	USD	14,500.00	-391.8	14,108.20	rickschott23@gmail.com	zadehicks@gmail.com	45563578SV0095616	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
11/9/2020	15:59:11	PST	solesavior336	Express Ct	Completed	USD	25,400.00	-686.1	24,713.90	rickschott23@gmail.com	zadehicks@gmail.com	74I02893FU611651W	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
TOTAL							92,100.00	A1					

PayPal Detail - The Keystone Market											
Date	Time	TimeZone	Name	Type	Status	Currency	Gross	Fee	Net	From Email Address	Shipping Address
1/25/2021	18:03:10	PST	The Keystone Market	Express Checkout Payment	Completed	USD	22,050.00	-\$95.65	21,454.35	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
1/25/2021	18:04:54	PST	The Keystone Market	Express Checkout Payment	Completed	USD	29,400.00	794.1	28,605.90	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
1/25/2021	18:06:08	PST	The Keystone Market	Express Checkout Payment	Completed	USD	20,250.00	-\$47.05	19,702.95	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
1/25/2021	18:07:28	PST	The Keystone Market	Express Checkout Payment	Completed	USD	27,000.00	729.3	26,270.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
4/2/2021	16:33:11	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	21,750.00	-\$87.55	21,162.45	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
4/2/2021	16:34:35	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	14,500.00	-\$391.8	14,108.20	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
5/3/2021	19:10:09	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,250.00	-\$44.05	30,405.95	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/3/2021	19:11:45	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,250.00	-\$44.05	30,405.95	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/3/2021	19:19:25	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,250.00	-\$44.05	30,405.95	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/3/2021	19:20:49	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,250.00	-\$44.05	30,405.95	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/22/2021	5:32:19	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	13,500.00	-\$364.8	13,135.20	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/22/2021	5:33:42	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	13,500.00	364.8	13,135.20	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
5/22/2021	5:34:49	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	13,500.00	-\$364.8	13,135.20	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
5/22/2021	5:36:04	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	6,750.00	-\$182.55	6,567.45	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
5/22/2021	5:37:08	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	14,000.00	-\$378.3	13,621.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/22/2021	5:38:10	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	14,000.00	-\$378.3	13,621.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/22/2021	5:39:17	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	14,000.00	-\$378.3	13,621.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
5/22/2021	5:40:19	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	7,000.00	-\$189.3	6,810.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
8/7/2021	5:40:42	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	46,500.00	-\$1,255.80	45,244.20	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
8/7/2021	11:11:56	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,000.00	-\$837.3	30,162.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
8/7/2021	11:13:25	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,000.00	837.3	30,162.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
8/7/2021	11:15:49	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,000.00	-\$837.3	30,162.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
8/7/2021	11:16:35	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,000.00	837.3	30,162.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
8/7/2021	11:17:45	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	31,000.00	-\$837.3	30,162.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
9/27/2021	4:59:42	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
9/27/2021	5:00:45	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/27/2021	5:01:52	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/27/2021	5:02:47	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/29/2021	12:07:30	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
9/29/2021	12:08:19	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/29/2021	12:09:14	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/29/2021	12:10:06	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
9/29/2021	12:11:15	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	26,000.00	-\$702.3	25,297.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106, United States
11/1/2021	18:40:55	PDT	The Keystone Market	Express Checkout Payment	Completed	USD	30,000.00	-\$810.3	29,189.70	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
1/5/2022	3:43:18	PST	The Keystone Market	Express Checkout Payment	Completed	USD	700	-19.2	680.8	rickschott23@gmail.com	Rick Schott, 938 Berryhill Ln, Winston Salem, NC, 27106-9831, United States
TOTAL							822,400.00	A2			

Date	Year	Account #	Institution Name	Description	Amount	Type
3/21/2022	2022	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(271,400)	Checking
3/16/2022	2022	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(271,400)	Checking
11/1/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(247,000)	Checking
9/1/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(170,000)	Checking
8/23/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(170,000)	Checking
5/21/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(131,750)	Checking
4/13/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(35,000)	Checking
4/7/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(35,000)	Checking
3/5/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(45,000)	Checking
1/29/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(36,000)	Checking
1/6/2021	2021	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(38,400)	Checking
12/29/2020	2020	#1611	Chase	THE KEYSTONE MARKET LLC WIRE TRAI	(21,000)	Checking

TOTAL (1,471,950) A3

Sneaker Orders				
<u>Order</u>	<u>Date</u>	<u>QTY</u>		<u>\$</u>
91275	5/3/2020	50	\$	5,400
78654	1/24/2020	50	\$	6,250
78653	1/24/2020	50	\$	6,250
78652	1/24/2020	50	\$	6,250
78651	1/24/2020	50	\$	6,250
TOTAL			\$	30,400 A4

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LANE

DAVID P. STAPLETON in his capacity as
COURT-APPOINTED RECEIVER for the
RECEIVERSHIP ENTITY, including ZADEH
KICKS, LLC dba ZADEH KICKS, an Oregon
limited liability corporation,

Plaintiff,

v.

THE KEYSTONE MARKET LLC, a North
Carolina limited liability company,

Defendant.

Case No. 23CV42278

(Adjunct to Case No. 22CV16510)

RECEIVER'S FIRST REQUEST FOR
PRODUCTION TO DEFENDANT THE
KEYSTONE MARKET LLC

TO: Defendant and its attorneys of record

Pursuant to Rules 36 and 43 of the Oregon Rules of Civil Procedure ("ORCP"), David P. Stapleton (the "Receiver") requests that Defendant The Keystone Market LLC produce Documents specified below for the Receiver's inspection and copying at the offices of Buchalter, A Professional Corporation, Suite 1500, 805 SW Broadway, Portland, Oregon 97205 within 45 days from the date of this Request for Production, or at such other place and time as may be mutually-agreed upon by counsel for the parties.

DEFINITIONS

1. "Zadeh Kicks" means Zadeh Kicks, LLC dba Zadeh Kicks, an Oregon limited liability corporation, and its current and former members, employees, agents, volunteers, board of directors, and representatives, and all other Persons who acted or purported to act, or are acting or purporting to act, on its behalf.

2. “Lawsuit” means the case captioned *David P. Stapleton, as Court-Appointed Receiver v. The Keystone Market LLC*, Case No. 23CV42278 in the Circuit Court for the State of Oregon in the County of Lane.

3. “You” or “Your” means Defendant The Keystone Market and its agents and representatives, and all other Persons who acted or purported to act, or are acting or purporting to act, on its behalf, including all attorneys and other agents representing or otherwise assist it in any manner in this Lawsuit.

4. “Communications” means any contact or act by which information or knowledge is transmitted or conveyed between two or more persons and includes, without limitation: written contacts (whether by letter, memoranda, or other Document), electronic or computer contacts (whether by e-mail, text message, or otherwise), and oral contacts (whether by face-to-face meeting, telephone conversations, or otherwise). Communications include drafts and other written information intended for transmission even if not transmitted.

5. “Document” or “Documents” shall have the broadest meaning under ORCP 43, and include any and all tangible expressions of information of any kind (graphic or textual) whether handwritten, printed, phonographic, photographic (Including microfilm), electromagnetic (digital or analog), and any other form of information however produced or reproduced and wherever and however stored. Examples of Documents include Facebook posts, Instagram posts, correspondence, memoranda, e-mails, text messages, reports, action items, agendas, studies, agreements, contracts, statements, diaries, appointment calendars, meeting minutes, handwritten notes, charts, manuals, tabulations, maps, forms, photographs, drawings, specifications, invoices, purchase orders, transcripts, summaries, photographic negatives, computer files, legal papers and decisions of tribunals, and all changes or amendments to any of the foregoing. The term includes all drafts of a document; the original Document (or a copy if the original is not available); and all copies that differ in any way (including by virtue of notations, underlining, or other markings) from the original Document.

6. "Person" means natural persons, firms, proprietorships, joint ventures, partnerships, corporations, cooperatives, contract employees, franchises, groups, associations, organizations, governmental agencies, and all other entities.

7. "Include," "includes," and "including" shall be construed to mean without limitation.

8. "Related to" means to constitute, consist of, discuss, refer to, regard, serve as a basis for, pertain to, support, rely upon, describe, evidence, bear upon, illuminate, reflect on, arise out of, or be in any way or manner, directly or indirectly, in whole or in part, legally, factually, or logically, connected with the matter discussed.

INSTRUCTIONS

A. These requests are continuing in nature. You are requested to provide promptly any additional Documents discovered or identified at any time after Your initial production of Documents, up to and including the date of trial.

B. Each request includes all Documents in Your possession, custody, or control.

C. Please Bates number all Documents.

D. Pursuant to ORCP 43B(2)(a), identify which Documents are responsive to each request without cross-referencing responses to other requests.

E. Please produce each Document of the kind requested in a manner which preserves its sequential relationship with other Documents being produced and include the file folder and folder tabs associated with its file location.

F. Please produce all electronically stored information in the form in which it is ordinarily maintained and in a manner that will preserve the metadata. Electronically stored information shall be produced in a format for use in Relativity, including images; OCR text; natives (if any); metadata; and appropriate DAT and OPT load files. The production volume folder shall have four root-level folders: "IMAGES," "DATA," "TEXT," and "NATIVES." Images shall be in single-page tiff format (for black and white) or jpegs (for photos, graphics etc.) and shall

reside in the "IMAGES" folder. OCR text shall be in document-level .txt files and shall reside in the "TEXT" folder. Native files (if any) shall reside in the "NATIVES" folder. Metadata, native document links, and text file links shall be provided in the DAT file, and the fields should have standard Concordance delimiters; *e.g.*, `!Bates Beg !Bates End!Bates Beg Attach!Bates End Attach!`. Load files shall reside in the root of the "DATA" folder. Metadata shall be produced with the following fields:

- Bates Beg
- Bates End
- Bates Beg Attach
- Bates End Attach
- Author
- Date
- Date Created
- Date Last Modified
- Date Sent
- Time Sent
- Email From
- Email To
- Email CC
- Email BCC
- Email Subject
- File Ext
- File Type
- MD5Hash
- File Name
- Text Path
- Native DocLink

G. If You contend that any Document sought is not subject to disclosure because it is privileged in whole or in part, please identify each such Document by stating its date, author, recipients, type, subject matter, and the basis of the privilege claimed, each with sufficient

1 particularity so that a determination may be made with respect to the applicability of any claim of
2 privilege or protection against disclosure.

3 H. "All," "any," and "each" should be understood in either their most or least
4 inclusive sense to bring within the scope of the discovery request all responsive Documents that
5 might otherwise be construed to be outside of its scope.

6 I. The connectives "and" and "or" should be construed either disjunctively or
7 conjunctively as necessary to bring within the scope of the discovery request all responsive
8 Documents that might otherwise be construed to be outside of its scope.

9 J. The term "by" includes "by" and "on behalf of."

10 K. The use of the singular form of any word includes the plural and vice versa.

11 L. The use of any tense of any verb includes within its meaning all other tenses of
12 that verb.

13 **SPECIFIC REQUESTS**

14 **REQUEST NO. 1:** All Communications between You and Zadeh Kicks

15 **RESPONSE:**

16 **REQUEST NO. 2:** All Documents relating to Your shoe orders from Zadeh Kicks.

17 **RESPONSE:**

18 **REQUEST NO. 3:** All Documents reflecting any payments You made to Zadeh Kicks.

19 **RESPONSE:**

20 **REQUEST NO. 4:** All Documents reflecting any money You received from Zadeh Kicks.

21 **RESPONSE:**

22 **REQUEST NO. 5:** All Documents reflecting any gift cards You received from Zadeh
23 Kicks.

24 **RESPONSE:**

25 **REQUEST NO. 6:** All Communications between You and Michael Malekzadeh relating
26 to Zadeh Kicks.

1 **RESPONSE:**

2 **REQUEST NO. 7:** All Communications between You and Michael Malekzadeh relating
3 to Your shoe orders from Zadeh Kicks.

4 **RESPONSE:**

5 **REQUEST NO. 8:** All Communications between You and Bethany Mockerman relating
6 to Zadeh Kicks.

7 **RESPONSE:**

8 **REQUEST NO. 9:** All Communications between You and Bethany Mockerman relating
9 to Your shoe orders from Zadeh Kicks.

10 **RESPONSE:**

11 **REQUEST NO. 10:** All Communications between You and Shopify Payments (USA)
12 relating to Your shoe orders from Zadeh Kicks.

13 **RESPONSE:**

14 **REQUEST NO. 11:** All Documents between You and Shopify Payments (USA) relating
15 to Zadeh Kicks.

16 **RESPONSE:**

17 **REQUEST NO. 12:** All Communications between You and American Express Relating
18 to any disputed charges relating to Zadeh Kicks.

19 **RESPONSE:**

20 **REQUEST NO. 13:** All Documents between You and American Express Relating to any
21 disputed charges relating to Zadeh Kicks.

22 **RESPONSE:**

23 **REQUEST NO. 14:** All Communications between You and PayPal Holdings, Inc.
24 relating to any charges Relating to Zadeh Kicks.

25 **RESPONSE:**

1 **REQUEST NO. 15:** All Documents between You and PayPal Holdings, Inc. relating to
2 any charges concerning Zadeh Kicks.

3 RESPONSE:

4 **REQUEST NO. 16:** All Communications between You and any third party relating to
5 Your purchases from Zadeh Kicks.

6 RESPONSE:

7
8 DATED this 8th day of December, 2023.

9 BUCHALTER
10 A Professional Corporation

11 By /s/ Daniel P. Larsen

12 Daniel P. Larsen, OSB No. 943645
13 Email: dlarsen@buchalter.com
14 805 SW Broadway, Suite 1500
15 Portland, OR 97205-3325
16 Tel. 503.226.1191

17 Oren Bitan, *Pro Hac Vice* Application Pending
18 Email: obitan@buchalter.com
19 1000 Wilshire Boulevard, Suite 1500
20 Los Angeles, CA 90017-1730
21 Tel: 213.891.5012

22 Attorneys for Receiver
23
24
25
26